

**DECLARATION OF CONDOMINIUM
OF
MY CONDO SOUTH
A Condominium**

Table of Contents

1. Purpose	1
2. Definitions	1
3. Development Plan	4
4. Units	10
5. Recreational Facility	10
6. Maintenance, Alteration and Improvement	11
7. Assessments	14
8. Association	15
9. Insurance	16
10. Use Restrictions	24
11. Compliance and Default	25
12. Amendments	26
13. Termination	27
14. Approval by Condominium Association	28
15. Restriction on Amendments	28
16. Developer's Units, Rights and Privileges	28
17. Provisions re Taxation	29
18. Severability	30

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A Condominium

THIS DECLARATION, made this 10th day of November, 1987, by MY CONDO SOUTH DEVELOPMENT COMPANY, a Florida Corporation, hereinafter called "Developer", for itself, its successors, grantees and assigns.

WHEREIN, the Developer makes the following declarations:

1. PURPOSE. The purpose of this Declaration is to submit the fee simple title to the lands described in this instrument and improvements on such lands to the condominium form of ownership and use in the manner provided in Chapter 718, Florida Statutes, hereinafter called the "Condominium Act".

1.1 Name and Address. The name by which the condominium is to be identified is MY CONDO SOUTH, a Condominium, and its address is 275 Palm Avenue Apt D207, Jupiter, Florida 33477.

1.2 The Lands. The lands owned by Developer, which by this instrument are submitted to the condominium form of ownership are the lands lying in Palm Beach County, Florida, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

2. DEFINITIONS. The terms used in this Declaration and in its Exhibits shall have the meanings stated in the Condominium Act (§718.103 F.S.) and as follows unless the context otherwise requires.

2.1 Assessment means share of the funds received for the payment of common expenses which, from time to time, are assessed against the Unit Owner in accordance with the By-Laws of the Association.

2.2 Association means "MY CONDOMINIUM ASSOCIATION, INC" which entity shall be responsible for the operation of this Condominium and any other condominiums constructed on lands contiguous to the lands. At the option of the Developer, all condominiums constructed on lands which are the subject of a Planned Unit Development Plan approved by the Town of Jupiter and known generally as MY CONDO may be operated by MY CONDOMINIUM ASSOCIATION, INC.

2.3 Board of Administration means Board of Directors or other representative body responsible for the administration of the Association.

2.4 Bylaws means the Bylaws of the Association as said Bylaws exist from time to time.

2.5 Common Elements shall include the tangible personal property required for the maintenance and operation of the condominium, even though owned by the Association, as well as the items stated in the Condominium Act, and all those areas of "the lands" not included in the unit.

(a) Common elements shall also include the following:

- (i) the land upon which the improvements described herein are located and any other land included in the condominium property, whether or not contiguous.
- (ii) easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements.
- (iii) an easement of support in every portion of a unit which contributes to the support of the building.
- (iv) installations for the furnishing of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation.
- (v) the property and installations in connection therewith required for the furnishing of services to more than one unit or to the common elements.

2.6 Common Expenses include:

- (a) expense of administration.
- (b) expense of maintenance; operation, repair, or replacement of the common elements to be maintained by the Association of this condominium and any other condominium maintained by the Association.
- (c) expenses declared common expenses by the provisions of this Declaration or the By-Laws or declared by the Association to be a common expense.
- (d) any valid charge against the condominium property as a whole.

2.7 Common Surplus means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits, and revenues on account of the common elements, over amount of common expenses.

2.8 Condominium is that form of ownership of condominium property under which units are subject to ownership by one or more owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.

2.9 Condominium Parcel means a unit together with the undivided share in the common elements which is appurtenant to the unit.

- (a) Each condominium parcel is deemed a separate parcel of real property, the ownership of which is in fee simple.
- (b) There shall pass with each unit as appurtenances thereto:
 - (i) An undivided share in the common elements.
 - (ii) The exclusive right to use such portion of the common elements as provided by this Declaration.
 - (iii) An exclusive easement for the use of the air space occupied by a unit as it exists at any particular time and as a unit may be lawfully altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.
 - (iv) An undivided share in the common surplus.
 - (v) Such other appurtenances as may be provided herein.
- (c) The owner of a unit is entitled to the exclusive possession of such unit. The owner shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units.

2.10 Condominium Property means and includes the lands that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.11 Declaration or Declaration of Condominium means this document.

2.12 Developer means MY CONDO SOUTH DEVELOPMENT COMPANY, a Florida Corporation, the entity which creates this Condominium and which offers condominium parcels within the Condominium for sale or lease in the ordinary course of business. The term, Developer, shall not include owners or lessees of units in the Condominium who offer the units for sale or lease or their leasehold interest for assignment, when they have acquired or leased said units for their own occupancy.

2.13 Limited Common Elements means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

2.14 Operation or Operation of the Condominium means and includes the administration and management of the condominium property.

2.15 Unit means a part of the condominium property which is to be subject to private ownership. The terms, unit, condominium parcel, apartment and house are used interchangeably in this document.

This incomplete document
illustrates an actual
Declaration of Condominium.

SAMPLE